

In the Matter of)
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Telephone Number Portability) CC Docket No. 95-116
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The Missouri Independent Telephone Company Group (“MITG”)¹ hereby submits its Reply Comments with respect to the issues pertaining to the use of interconnection agreements and concerns regarding rating and routing that arise in the context of determining the ‘local’ nature of the call and whether that is defined by a LEC’s rate center or by a CMRS carrier’s MSA.

Some wireless carriers mischaracterize the concerns and positions taken by wireline carriers as “obstructionist” and suggest the wireline carriers have acted inappropriately with respect to implementing wireline-to-wireless LNP. Such rhetoric is unfounded and not helpful to the further discussion of the complex issues before the Commission. Several carriers, including wireless carriers, have noted that how these complex issues are resolved will have enormous implications for the operational and economic systems of the carriers.² Both wireline and wireless carriers have legitimate concerns about how these issues get resolved.

As discussed by SBC, the problems of implementing wireline-to-wireless LNP stem “primarily, but not exclusively”, from the fact that the two groups exist and operate under

¹ The MITG consists of six rural, independent telephone companies: Alma Telephone Company, Chariton Valley Telephone Corporation, Choctaw Telephone Company, Mid-Missouri Telephone Company, MoKan Dial, Inc., and Northeast Missouri Rural Telephone Company. Some of these companies own and operate their own access tandems.

different regulatory environments.³ As well articulated by SBC, “[b]ecause of the type of regulations imposed on incumbent LECs by state and federal regulators, it has been difficult to blend the two groups without adversely impacting consumers or without creating competitive disparities.”⁴

For LECs, interconnection agreements are required to implement LNP with wireless carriers. All LECs are required to implement LNP pursuant to section 251(b)(2): “The duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission.” This Commission has held that “[b]ased on these statutory provisions [sections 251 and 252],... an agreement that creates an *ongoing* obligation pertaining to resale, number portability, dialing parity, access to rights-of-way, reciprocal compensation, interconnection, unbundled network elements, or collocation is an interconnection agreement that must be filed pursuant to section 252(a)(1).”⁵ Any agreements for wireline-to-wireless LNP, regardless of the name given to the agreement, is going to create an ongoing obligation pertaining to number portability, and is deemed an interconnection agreement that must be filed with the state commission. Sections 251 and 252 are statutory provisions the LECs cannot escape no matter how hard the CMRS carriers wish it. This Declaratory Judgment action is not the proper place for CTIA to attempt to have LEC obligations under these statutes changed.

Interconnection agreements are the vehicle by which carriers can establish proper routing of ported numbers, proper rating and billing between the carriers involved in the origination,

² See *Comments of Nextel Communications on Petition for Declaratory Ruling of the Cellular Telecommunications & Internet Association*, CC Docket No. 95-116, p. 7 (June 13, 2003); *Comments of Cingular Wireless, LLC*, CC Docket No. 95-116, p. 15 (June 13, 2003).

³ *Comments of SBC Communications Inc. in Opposition to Petition for Declaratory Ruling of the Cellular Telecommunications & Internet Association*, CC Docket No. 95-116, pp. 2-3 (June 13, 2003).

⁴ *Id.* at p. 3.

⁵ *Id.* at 10, citing *Qwest Communications International, Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Agreements under Section 252(a)(1)*, 17 FCC

transport and completion of such calls, and that customers can be best assured of the service quality of calls to and from their ported numbers. The interconnection process set forth establishes a mechanism for carriers to seek arbitration of terms on which they cannot agree, and the agreement itself can establish the terms for dispute resolution thereafter. However, any negotiations of wireline-to-wireless LNP will quickly get bogged down if the Commission does not provide its guidance on fundamental issues raised in this proceeding.⁶ Many of the difficulties stem from how CMRS carriers want “local” number portability to be determined. As discussed in MITG’s initial comments, and by commenters to CTIA’s January Declaratory Judgment Petition, the Commission declined to require locational number portability because it recognized that it would pose many problems -- many of the same problems that CTIA requests the Commission to address here. The MITG encourages the Commission to clarify that the rate center of the LEC service provider establishes the boundaries for number portability “at the same location” and to declare that wireline-to-wireless LNP is to be negotiated pursuant to interconnection agreements with rating and routing terms consistent with the LEC rate center boundaries.

Rcd 19337, 19341 (2002 (Qwest Order)); see also *Comments of Independent Alliance*, CC Docket 95-116 (June 13, 2003), also citing the 2002 Qwest Order.

⁶ The MITG takes no position on the issues, if any, that need to be resolved to implement wireless-to-wireless LNP. It has also been pointed out by other commenters that many of the wireline-to-wireless LNP issues are already before the Commission in other dockets, and these issues need not be resolved in a hurried manner in this proceeding in order for wireless-to-wireless LNP to be implemented by November 24, 2003. The MITG does not oppose those wireline-to-wireless issues that are currently pending before the Commission in other dockets to be decided in those dockets rather than in this proceeding.

MITG Reply Comments- June 24, 2003
CC Docket No. 95-116

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